

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

WACHOB LEASING CO., INC.	§	PLAINTIFF
	§	
v.	§	CIVIL NO. 1:15-cv-237-HSO-RHW
	§	
GULFPORT AVIATION PARTNERS,	§	
LLC d/b/a MILLION AIR	§	
GULFPORT-BILOXI and UNITED	§	
STATES OF AMERICA	§	DEFENDANTS

FINAL JUDGMENT

This action came on for trial before the Court and a jury commencing on the 13th day of March, 2017, and concluding on the 14th day of March, 2017, Honorable Halil Suleyman Ozerden, United States District Judge, presiding. The issues having been duly tried and having heard all of the evidence and arguments of counsel and having received instructions of the Court, including a Verdict Form, the jury retired to consider the verdict. The jury returned upon their oaths, into open Court, the following unanimous verdict against Defendant Gulfport Aviation Partners LLC, d/b/a Million Air (“Million Air”):

1. What amount of money do you find by a preponderance of the evidence represents the fair market value of Plaintiff Wachob Leasing Co., Inc.’s aircraft immediately prior to the accident on April 25, 2014?

Answer in dollars and cents: \$7,800,000.00

2. What amount of money do you find by a preponderance of the evidence represents the salvage value of Plaintiff Wachob Leasing Co., Inc.'s aircraft after the accident on April 25, 2014?

Answer in dollars and cents: \$2,700,000.00

Under the "before and after" rule, Wachob's damages for loss of its aircraft are \$5,100,000.00, the difference between the pre-incident fair market value of the aircraft and its salvage value after the accident.

The parties have also stipulated that Plaintiff is entitled to receive \$631,324.00 in damages for rental of a replacement aircraft from April 25, 2014, until December 31, 2014, and \$216,555.14 as mitigation damages. Following the jury trial of this matter as to Million Air, the Court concluded a bench trial as to Plaintiff's claims against the United States. In accordance with the Court's Findings of Fact and Conclusions of Law as to the claim against the United States read into the record, the Court finds that that judgment should be rendered in favor of Plaintiff Wachob Leasing Co., Inc. (Plaintiff") against Defendants in the total amount of \$5,947,879.14.

IT IS, THEREFORE, ORDERED AND ADJUDGED that, Plaintiff is awarded a judgment against Defendants Million Air and the United States in the amount of \$5,947,879.14.

IT IS, FURTHER, ORDERED AND ADJUDGED that, in accordance with the Court's prior Orders in this case, the jury's unanimous verdict against Million

Air, and the Court's Findings of Fact and Conclusions of Law against the United States, this civil action is **DISMISSED WITH PREJUDICE**.

SO ORDERED AND ADJUDGED, this the 15th day of March, 2017.

s/ Halil Suleyman Ozerden

HALIL SULEYMAN OZERDEN
UNITED STATES DISTRICT JUDGE